

The complaint

Mrs J complains about the repairs arranged by AA Underwriting Insurance Company Limited (AA) following an accident when driving her car, under her motor insurance policy.

What happened

In May 2021 Mrs J's car was damaged in an accident. She contacted AA and it arranged for the repairs to be completed. Mrs J says the wheel arch trim wasn't fitted correctly and the repaired rear panels didn't match the colour of the rest of the car.

Mrs J complained to AA. It agreed to arrange a repair of the wheel arch trim. But it says Mrs J's policy provides for only the damaged area of the car to be repaired. AA says the repaired areas appear brighter in colour because the original paint has dulled over time. It explains that the car was produced in 2013. AA says its policy doesn't cover painting the entire car, which would involve betterment. It says the paint has faded due to wear and tear.

Mrs J didn't think this was fair. She thought it was possible to at least polish the paintwork to blend the repaired area with the rest of the car. AA didn't agree. It says it isn't responsible for the undamaged parts of the car and doesn't think polishing would work.

Mrs J referred her complaint to our service. Our investigator upheld her complaint. She didn't think AA had shown the correct colour of paint had been used in the repairs. She thought AA should arrange for the paint to be colour matched and the repaired area repainted. Alternatively, it could pay the cost of Mrs J arranging this. In addition, she says AA should pay £250 compensation for the distress and inconvenience Mrs J had been caused.

AA didn't agree and asked for the complaint to be considered by an ombudsman. It has been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I have seen photos taken of Mrs J's car after the repairs were arranged by AA. It's clear the trim connected to the wheel arch wasn't fitted correctly. I understand this has since been repaired to Mrs J's satisfaction. So, I needn't consider this point further in my decision other than to acknowledge the inconvenience and upset this caused. However, Mrs J remains dissatisfied that the rear section is now a different colour to the rest of her car following the repairs.

My focus here is whether AA treated Mrs J fairly when handling her claim and arranging these repairs.

From the photos provided I can see the rear section of the car where the panels have been repaired are noticeably brighter and appear to be a different colour white to the adjoining panels.

In its final response to Mrs J's complaint AA says, "*Your vehicle has older paint which will appear discoloured against any new parts freshly painted*". It also says:

"It will be impossible to match the new parts to the rest of the vehicle as it [sic] highly unlikely to replicate this older colour. By blending into the vehicle, it will lead to other panels to also look two tone which will result in us having to colour correct the whole vehicle. This is not our responsibility and we will not be authorising this to be done."

And:

"We are only responsible for the parts that we repaired, and this repaint work you are wishing for us to be involved in is not circumstantial or accidental damage, therefore would be considered betterment and no [sic] claimable under your policy's terms and conditions."

I have thought about AA's comments and read Mrs J's policy terms to understand what is and isn't covered by her policy. The terms under, "*What is not covered*" say:

"Loss of or damage to the Insured Car caused from deterioration, wear and tear or depreciation."

I think what AA says about it only being responsible for repairs to the damaged section of the car is fair. It also makes a reasonable point that the paint on the remainder of the car may not match the new area as a result of wear and tear and it becoming duller over time.

However, Mrs J arranged for her car to be assessed by a specialist body shop. The information it has provided is that it didn't think the paint used in the repairs matched the original colour on the rest of the car. It advised the original paint is of a high solid lacquered finish which prevents solar bleaching and colour fading. The opinion it gave is that this should mean minimal fading of the original paint. To rectify the situation, it says the repaired sections should be colour matched to the original paint, and the area repainted and blended to match the rest of the car.

Mrs J was able to provide the colour code for the paint used on her car originally. We asked AA if it could confirm that the colour used in the repairs was a match for this. It says it has contacted its approved repairer but wasn't able to confirm what paint was used.

I have thought about the information Mrs J provided, and the opinion provided by the expert that inspected her car. Because AA can't confirm that the correct colour was used in the repairs, I can't be certain that the correct colour was used. I'd expect colour matching to be carried out before the repairs were undertaken. Having considered the photos and the experts view that colour fading should be minimal, I think the view that the colour of paint used in the repair's is a different shade from the original is persuasive. In these circumstances I think it's fair that AA arranges for the repaired area to be colour matched and re-painted and blended to ensure the repairs match the rest of the car.

Mrs J has lost confidence in AA's ability to carry out repairs effectively. In the circumstances I think it's reasonable that it provides two alternative repairers for Mrs J to choose from. If it isn't able or willing to do this it can pay for the repairs to be carried out at a repairer chosen by Mrs J.

I've also thought about the impact on Mrs J of all of this. The repairs weren't carried out correctly in relation to the wheel arch trims. Mrs J had to make further contact with AA and arrange for the remedial repairs, which was upsetting for her as well as inconvenient. She has also had to spend further time arranging for a body shop to inspect her car and identify that the colour of paint used in the repairs is unlikely to be a match. I'd expect AA to ensure

repairs were carried out to a good standard on the first occasion. It hasn't done so in this case. It has taken some time to reach this point and the matter has yet to be fully resolved. In light of the distress and inconvenience this has caused Mrs J I think it's fair that AA pays her £250 in compensation.

In summary, I don't think AA treated Mrs J fairly when arranging repairs to her car. It should now offer two repairers for her to choose from to colour match, repaint and blend the area that was originally repaired, or pay for Mrs J's choice of repairer to do this. And pay £250 for the distress and inconvenience it caused her.

My final decision

My final decision is that I uphold this complaint. AA Underwriting Insurance Company Limited should:

- offer a choice of two different repairers to Mrs J and arrange to colour match, repaint and blend the originally damaged sections of her car or pay for the work to be carried out at Mrs J's own choice of repairer; and
- pay £250 compensation to Mrs J for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 12 September 2022.

Mike Waldron
Ombudsman